



County of San Bernardino

F A S

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>GAMBROH916</b>		<b>SC</b>	Dept. <b>SHR</b>	<b>A</b>	Contract Number	
County Department <b>SHERIFF</b>			Dept. <b>SHR</b>	Orgn. <b>SHR</b>	Contractor's License No.		
County Department Contract Representative <b>ROD HOOPS</b>			Telephone <b>(909) 387-0640</b>		Total Contract Amount <b>\$900,000</b>		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date Upon approval		Contract End Date 12/31/05		Original Amount	Amendment Amount
Fund AAA	Dept. SHR	Organization 780	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 780	Amount <b>\$900,000</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name <b>On-Site Renal Dialysis</b>				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name  
**Gambro Healthcare, Inc., hereinafter called GAMBRO**

Address  
**115 Columbia**

**Aliso Viejo, CA 92656**

Telephone  
**(949) 425-2135**

Federal ID No. or Social Security No.  
**62-1323090**

Name  
**Leonard Shapiro, M.D., hereinafter called PHYSICIAN**

Address  
**1801 West Romneya Drive, Suite 207**

**Anaheim, CA 92801**

Telephone  
**(714) 956-5200**

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WHEREAS,** COUNTY is required by law to provide health care to inmates in the custody of the San Bernardino County Sheriff's Department, hereinafter referred to as "SHERIFF;"

**WHEREAS,** COUNTY desires to engage the services of an outside medical provider to provide on-site renal dialysis services;

**WHEREAS,** GAMBRO is licensed, qualified, and specialized in managing and providing chronic renal dialysis;

**WHEREAS,** COUNTY desires to engage the services of a qualified nephrologist to provide nephrology services to on-site renal dialysis patients;

**WHEREAS,** PHYSICIAN is licensed, qualified, and specializes in treating chronic renal dialysis patients;

**WHEREAS,** COUNTY, through the Sheriff's Department, desires to retain the services of GAMBRO to provide chronic dialysis procedures on a non-exclusive basis as ordered by PHYSICIAN for inmates detained at West Valley Detention Center;

**NOW, THEREFORE,** in consideration of the premises, covenants, conditions and promises herein contained, the parties do hereby agree as follows:

## **I. SCOPE OF CONTRACT**

### **A. Responsibilities and Duties of Gambro**

1. GAMBRO will provide hemodialysis and continuous ambulatory peritoneal dialysis (CAPD) herein referred to collectively as the "Covered Services" at the West Valley Detention Center (WVDC) on a non-exclusive basis.
2. GAMBRO will provide chronic dialysis services to stable patients with chronic renal failure on maintenance dialysis, on an on-call basis, within four hours of notification, 24 hours per day, 7 days per week
3. GAMBRO will provide, at its sole expense, all routine dialysis equipment, non-disposable system hardware, portable water treatment equipment, dialysis related disposable supplies, pharmaceutical and medical supplies as necessary to provide the Covered Services.
4. GAMBRO will provide all dialysate solutions and saline solutions required to provide the Covered Services.
5. GAMBRO will provide dialysis settings and order a treatment plan (medication orders, diet orders, etc.) related to the renal condition.
6. GAMBRO's dialysis staff may administer all medications ordered for individual patients including but not limited to all oral medications, injectables and antibiotics, provided by the COUNTY, during the dialysis treatment.
7. GAMBRO shall provide qualified registered nurses to perform the Covered Services. Registered nurses must have a valid California RN license and current basic CPR certification with a minimum of six months dialysis training and experience.
8. GAMBRO's staff will provide documentation of each patient encounter in the patient's medical record. Documentation will provide a consistent overview of the patient's treatment, pertinent physical assessments, observations, treatment plans, and treatment evaluations.
9. GAMBRO shall maintain a standard of professional practice in accordance with generally accepted standards for the operation of chronic dialysis.
10. GAMBRO's employees shall comply with the bylaws, safety rules and regulations of the Sheriff's Department and medical staff of the detention facility. Said employees shall also comply with the standards and recommendations of the Joint Commission on

Accreditation of Health Care Organizations. COUNTY shall retain professional and administrative responsibilities for all services rendered.

11. GAMBRO and the COUNTY must approve all nephrologists.

## **B. Responsibilities and Duties of Physician**

1. PHYSICIAN shall act as the SHERIFF's patient's primary nephrologist.
2. PHYSICIAN shall physically examine incoming dialysis patients after intake, and all dialysis patients monthly to determine a dialysis treatment plan. The treatment plan will include diet, medications and dialysis settings.
3. PHYSICIAN shall be available to take calls from nursing staff and dialysis technicians if revisions are necessary to the treatment plan between monthly visits.
4. PHYSICIAN shall comply with the bylaws, safety rules and regulations of the Sheriff's Department and medical staff of the detention facility. The PHYSICIAN, in connection with his operation and conduct of dialysis treatment, shall comply with all the laws, rules, and regulations. COUNTY shall retain professional and administrative responsibilities for all services rendered.
5. In the event that PHYSICIAN as the Primary Nephrologist is unable to fulfill his duties on a temporary basis, not to exceed more than twenty-one (21) consecutive days, the PHYSICIAN may designate an associate-primary nephrologist, approved by COUNTY and GAMBRO ("Temporary Associate-Primary Nephrologist"), to fulfill the PHYSICIAN's duties hereunder. Any such designation of a Temporary Associate-Primary Nephrologist by the PHYSICIAN, subsequent to COUNTY's and GAMBRO's prior written consent, shall be memorialized in the letter form ("Designation Letter") as Exhibit B, attached hereto and incorporated herein by reference. After full execution of the Designation Letter, PHYSICIAN will forward the original thereof to COUNTY, with a copy to GAMBRO.
6. PHYSICIAN and back-up nephrologists will be required to provide the COUNTY with all required licensure and background investigation information.

## **C. Responsibilities and Duties of the County**

1. COUNTY will designate one employee to act as the liaison between GAMBRO and the COUNTY. This designated employee will receive from GAMBRO all Quality Assurance reports and other documents required by this Contract.
2. COUNTY will provide adequate space, consistent with all applicable guidelines and regulations, to perform the Covered Services and to store equipment related to the provision of Covered Services, water systems and medical supplies.
3. All restraints and security measures will be utilized in accordance with SHERIFF's policies and regulatory requirements.
4. COUNTY will provide adequate and sufficient water, plumbing, power, and telephone services needed to perform Covered Services in accordance with GAMBRO standards.

5. COUNTY will provide blood banking, laboratory and x-ray services as required for patient care both on an emergent and non-emergent basis. All medications ordered for individual patients including but not limited to all oral medications, and injectables such as Epogen, Vitamin D analogs, iron supplements, and antibiotics may be administered by the dialysis staff during the dialysis treatment but must be provided by the COUNTY.
6. COUNTY shall provide drugs and other pharmaceuticals, peripheral fluids, plasma and all replacement fluids required for performance of Covered Services.
7. COUNTY shall notify GAMBRO of all scheduled non-emergent treatments for Covered Service patients which are scheduled to take place during regularly scheduled Covered Service times, such notice to be given to GAMBRO at least four (4) hours prior to the scheduled provision of Covered Services to each such patient.
8. COUNTY shall provide emergency support services including emergency facility personnel, equipment and supplies, with used supplies to be restocked by the COUNTY.
9. COUNTY shall provide environmental services and waste removal including, without limitation, medical and hazardous waste removal.
10. COUNTY shall provide all patient transport.
11. COUNTY shall provide access to, or copies of, patient medical records for the continuation of patient care.
12. COUNTY shall provide all equipment and supplies necessary for GAMBRO and PHYSICIAN to comply with all GAMBRO's and PHYSICIAN's policies and procedures with respect to the treatment of patients with communicable diseases and/or infections in conjunction with the provision of Covered Services.
13. COUNTY shall provide orientation of all GAMBRO and PHYSICIAN staff providing Covered Services with respect to COUNTY's policies and procedures applicable to the provision of Covered Services by GAMBRO and PHYSICIAN (e.g. fire safety, evacuation procedure, hazardous materials safety, etc.).
14. COUNTY will provide laundry and janitorial services as reasonably necessary.

## **II. TERM AND TERMINATION**

This Contract shall commence upon approval by the San Bernardino County Board of Supervisors and terminate on December 31, 2005. Notwithstanding the foregoing, this Contract may be terminated at any time, with or without cause, by COUNTY or GAMBRO or PHYSICIAN upon thirty (30) days advance written notice to the other parties. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of termination, and each party shall be released from all obligations of performance that would otherwise accrue subsequent to the date of termination. No party shall incur any liability to the other parties by reason of such termination.

In the event that PHYSICIAN shall be the party to terminate the Agreement, according to the terms contained herein, then the remaining parties hereto shall mutually agree to a replacement

physician to act as the new Primary Nephrologist. Such termination and the subsequent designation of any such replacement shall be memorialized in an amendment to the Contract and made a part thereof.

### **III. CONSIDERATION**

In consideration for the services provided herein, COUNTY will pay GAMBRO and PHYSICIAN at the rates detailed in Exhibit A, attached hereto and incorporated herein by reference. Total consideration paid under this Contract shall not exceed \$300,000 per year.

### **IV. INVOICING**

GAMBRO and PHYSICIAN will each submit invoices to COUNTY not more frequently than monthly, in arrears, for approval and payment. Invoices submitted to COUNTY will be paid within sixty days of receiving said invoice. Invoices should be addressed as follows:

San Bernardino County Sheriff's Department – WVDC  
Attn: Health Services Administrator  
9500 Etiwanda Avenue  
Rancho Cucamonga, CA 91739

### **V. CONTRACT REQUIREMENTS**

#### **A. General**

1. Representation of the County

In the performance of the Contract, GAMBRO and PHYSICIAN, their agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Primary Contact

GAMBRO and PHYSICIAN will each designate an individual to serve as the primary point of contact for the Contract. GAMBRO and/or PHYSICIAN or their designee must respond to COUNTY inquiries within two (2) business days. GAMBRO and PHYSICIAN shall use best efforts not to change the primary contact without written acknowledgement to the COUNTY.

3. Change of Address

GAMBRO and PHYSICIAN shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

GAMBRO and PHYSICIAN agree not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as GAMBRO and PHYSICIAN. GAMBRO and/or PHYSICIAN shall be fully responsible for the performance and payments of any subcontractor's contract.

5. Contract Assignability

Without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, the Contract is not assignable by GAMBRO or PHYSICIAN

either in whole or in part, except that GAMBRO and PHYSICIAN may assign any of their rights or obligations hereunder to any of GAMBRO's or PHYSICIAN's subsidiaries or affiliates without the COUNTY's consent.

6. Contract Amendments

GAMBRO and PHYSICIAN agree any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the required persons.

7. Termination for Convenience

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to GAMBRO and PHYSICIAN for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice GAMBRO and PHYSICIAN shall promptly discontinue services unless the notice directs otherwise. GAMBRO and PHYSICIAN shall deliver within five (5) business days to COUNTY and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

9. Venue

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, Central Division. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

10. Jury Trial Waiver

GAMBRO, PHYSICIAN and COUNTY hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either GAMBRO or PHYSICIAN against COUNTY, or COUNTY against GAMBRO or PHYSICIAN on any matter arising out of, or in any way connected with this Contract, the relationship of GAMBRO and/or PHYSICIAN and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

GAMBRO and PHYSICIAN shall each ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. GAMBRO and PHYSICIAN shall maintain these

licenses and permits in effect for the duration of this Contract. GAMBRO and/or PHYSICIAN will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

12. Labor Laws

GAMBRO and PHYSICIAN shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. GAMBRO and/or PHYSICIAN shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, GAMBRO and/or PHYSICIAN shall notify the COUNTY within one (1) working day, in writing and by telephone.

14. Conflict of Interest

GAMBRO and PHYSICIAN shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to GAMBRO or PHYSICIAN or officer or employee of GAMBRO or PHYSICIAN.

15. Improper Consideration

GAMBRO and PHYSICIAN shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Contract.

The COUNTY, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

GAMBRO and/or PHYSICIAN shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from GAMBRO or PHYSICIAN. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

16. Inaccuracies or Misrepresentations

If in the course of the administration of this Contract, the COUNTY determines that GAMBRO or PHYSICIAN has made a material misstatement or misrepresentation or

that materially inaccurate information has been provided to the COUNTY, this Contract may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**17. Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by GAMBRO or PHYSICIAN pursuant to this Contract shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Contract, subject to the requirements of Section V, A-7 Termination for Convenience. Unless otherwise directed by COUNTY, the originating party may retain copies of such items.

**18. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or GAMBRO and PHYSICIAN's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

**19. Background Checks**

SHERIFF will perform background checks on GAMBRO's and PHYSICIAN's employees as a condition of granting them access to the COUNTY's detention facility. SHERIFF shall have the sole discretion to determine security acceptability of all GAMBRO's and PHYSICIAN's personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to the facility. All GAMBRO's and PHYSICIAN's employees will be required to wear identification badges while on COUNTY's detention facility property.

**B. Indemnification and Insurance Requirements**

**1. Indemnification**

COUNTY agrees to indemnify and hold harmless GAMBRO and PHYSICIAN, their officers, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under the Contract.

GAMBRO agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Contract.

PHYSICIAN agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Contract.

In the event, the COUNTY and/or GAMBRO and/or PHYSICIAN is found to be comparatively at fault for any claim action, loss or damage which results from their



respective obligations under the Contract, the COUNTY and/or GAMBRO and/or PHYSICIAN shall indemnify the other parties to the extent of their comparative fault.

Furthermore, if the COUNTY or GAMBRO or PHYSICIAN attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY or GAMBRO or PHYSICIAN agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

## **2. Insurance Coverage**

Without in any way affecting the indemnity herein provided and in addition thereto, GAMBRO and PHYSICIAN shall each secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of GAMBRO and PHYSICIAN and all risks to such persons under this Contract.
  - 1) If GAMBRO or PHYSICIAN have no employees, they may certify or warrant to COUNTY that they do not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirements for Workers' Compensation coverage will be waived by the County's Risk Manager.
  - 2) With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.
- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- d) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

## **3. Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall name the COUNTY and its officers, employees, agents and volunteers as additional insured with respect to the indemnification herein provided.

**4. Waiver of Subrogation Rights**

Except for Errors and Omissions Liability and Professional Liability, GAMBRO and PHYSICIAN shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.

**5. Policies Primary and Non-Contributory**

With respect to claims for which the COUNTY is indemnified by GAMBRO and/or PHYSICIAN, under this Contract, all policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

**6. Proof of Coverage**

GAMBRO and PHYSICIAN shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. GAMBRO and PHYSICIAN shall maintain such insurance from the time GAMBRO and PHYSICIAN commence performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, GAMBRO and PHYSICIAN shall furnish certified copies of the policies and all endorsements.

**7. Insurance Review**

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. GAMBRO and PHYSICIAN agree to execute any such amendment within thirty (30) days of receipt.

**8. Separate Insurance Obligations**

GAMBRO's and PHYSICIAN's respective insurance obligations hereunder are individual and separate from one another.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have

absolute right to monitor the performance of GAMBRO and PHYSICIAN in the delivery of services provided under this Contract. GAMBRO and PHYSICIAN shall give full cooperation, in any auditing or monitoring conducted. GAMBRO and PHYSICIAN shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the COUNTY.

In the event the COUNTY determines that GAMBRO's or PHYSICIAN's performance of their duties or other terms of this Contract are deficient in any manner, COUNTY will notify the appropriate party(ies) of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. GAMBRO and/or PHYSICIAN shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the appropriate party(ies) under this Contract or otherwise.

## **2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Contract or until all pending COUNTY, State and Federal audits are completed, whichever is later.

To the extent required by Section 1395x(v)(1) of Title 42 of the United States Code, until expiration of four years after the expiration of this contract, GAMBRO and PHYSICIAN shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon written request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by GAMBRO and PHYSICIAN under this agreement.

## **D. Breach of Contract**

If any party contends that any other party has breached this Contract at any time, it shall notify the other thereof by giving written notice, by certified mail, return receipt requested, to the other.

## **VI. NOTICES**

All notices required to be given under this Contract shall be in writing and delivered to the other parties by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

GAMBRO:                      Gambro Healthcare, Inc.  
   115 Columbia  
   Aliso Viejo, CA 92656

PHYSICIAN:                  Leonard Shapiro, M.D.  
   1801 West Romneya Drive, Suite 207  
   Anaheim, CA 92801

COUNTY: San Bernardino County Sheriff's Department  
Bureau of Administration/Contracts Unit  
P.O. Box 569  
San Bernardino, CA 92402-0569

**VII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY**

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this Contract, including the authority to sign Exhibit B, and the right to give notice of termination on behalf of the COUNTY, at his sole discretion.

**VIII. FULL UNDERSTANDING**

This Contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this Contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto.

CB CONGambro-Shapiro



## **EXHIBIT A**

### **GAMBRO HEALTHCARE, INC. AND LEONARD SHAPIRO, M.D.**

#### **GAMBRO's Per Treatment Fee for Covered Services**

- \$500 Hemodialysis Treatment  
Monday through Saturday, 6:00 a.m. – 6:00 p.m.
- \$350 Peritoneal Dialysis per day for initial treatment setup  
Monday through Saturday, 6:00 a.m. – 6:00 p.m.
- \$200 Peritoneal Dialysis per nursing visit for additional PD exchanges
- \$ 75 After-hours surcharge per treatment and/or nurse visit
- \$250 Machine set-up and treatment cancellation fee

#### **PHYSICIAN's Per Treatment Fee for Nephrology Services**

- \$25 Per hemodialysis treatment and/or peritoneal dialysis day

**EXHIBIT B TO  
AGREEMENT**

{Date}

\_\_\_\_\_, M.D.  
(Address to physician to be Named as the  
Temporary Associate-Primary Nephrologist)

RE: Agreement dated \_\_\_\_\_, 2003 between County of San Bernardino, Sheriff's  
Department, Leonard Shapiro, M.D. ("PHYSICIAN") and Gambro Healthcare, Inc.  
("GAMBRO") (the "Agreement")

Dear Dr. \_\_\_\_\_:

Pursuant to Section I, B-5 of the Agreement, it is the obligation of PHYSICIAN to name a qualified individual physician who shall be responsible for, perform the duties of, and discharge the obligations of PHYSICIAN on a temporary basis, not to exceed twenty-one (21) consecutive days per assignment, under the Agreement ("Temporary Associate-Primary Nephrologist") on behalf of the PHYSICIAN. To that end, PHYSICIAN does hereby designate you to act as such Temporary Associate-Primary Nephrologist, for \_\_\_\_\_, subject to all terms and conditions under the Agreement.

I, \_\_\_\_\_, M.D., am desirous of acting as Temporary Associate-Primary Nephrologist, for \_\_\_\_\_, (not to exceed twenty-one (21) consecutive days per assignment) under the terms and conditions of the Agreement and do hereby accept such designation to act as such by PHYSICIAN.

Please indicate your acceptance of such designation by signing below where indicated.

_____, M.D. Date: _____	_____ Name: Leonard Shapiro, M.D. Title: Primary Nephrologist under the Agreement
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COUNTY and GAMBRO hereby consent to the designation this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, of \_\_\_\_\_, M.D. to act as Temporary Associate-Primary Nephrologist, for \_\_\_\_\_ (not to exceed twenty-one (21) consecutive days per assignment), under the Agreement.

**COUNTY OF SAN BERNARDINO,  
SHERIFF'S DEPARTMENT**

**GAMBRO HEALTHCARE, INC.**

By: \_\_\_\_\_  
Name: Gary Penrod  
Title: Sheriff

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_